

**ADAM4ADAM**

**JOIN FREE** **LIVE CAMS** **STORE** **PAYPERVIEW**

**User Agreement**

We have updated our User Agreement. You are responsible for reviewing and becoming familiar with all of these new terms. The User Agreement is subject to change at any time, effective upon posting on the Adam4Adam site, and your use of the Service after such posting will constitute acceptance by you of such changes, as well as the terms and conditions contained in the [Privacy Policy](#) and the [Community Guidelines](#).

Our use of information you provide to us is governed by the [Privacy Policy](#). If you do not want the information you provided to us in the past used in the ways described in our Privacy Policy, please feel free to [Contact Us](#).

**A4A Network Inc. User Agreement**

**INTRODUCTION**

A4A Network Inc. (the "Company") currently provides online information, entertainment, shopping and communication services on the Web site and in other locations (collectively, the "Service"). BY USING AND/OR REGISTERING TO BECOME A MEMBER OF THE SERVICE, YOU ARE STATING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS A4A NETWORK INC. USER AGREEMENT (THE "AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DISAGREE WITH ANYTHING IN THIS AGREEMENT, PLEASE DO NOT USE THE WEB SITE OR ANY SERVICES PROVIDED IN CONNECTION WITH THE SERVICE.

If you have any questions regarding this Agreement, please feel free to [Contact Us](#).

**MEMBERSHIP**

To use the Service, you must become a member ("Member"). As a Member, however, you will have access to various services, some of which will enable you and other Members to interact with each other ("Member Areas"). These Member Areas include, without limitation, the following:

- \* Member Profiles
- \* Mailbox
- \* Chat
- \* Polls

Our services are not available to anyone who is not at least 18 years of age. If you are not at least 18 years of age, you are not permitted to become a Member or use our services.

To register to become a Member, complete the membership registration form. You agree to (a) provide true, accurate, current and complete information as prompted by the registration form and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. If any information provided by you on the registration form is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to so believe, we have the right to suspend or terminate your membership and to refuse to provide you with any future membership. If we have reason to believe that you have registered someone other than yourself, we will cooperate with any law enforcement investigation that may result from such misrepresentations and shall have the right, in our sole discretion, to disclose any information you provided to us in connection with such registration.

The Company makes a good faith effort to prohibit registration as a Member by, and will not knowingly collect or store personal information from, those under the age of 18.

We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any such action.

Membership and use of the Service is with the permission of the Company, which may be revoked at any time, for any reason, in the Company's sole discretion.

**YOUR INTERACTIONS WITH OTHER MEMBERS**

You are solely responsible for your interactions with other Members. You understand that the Company does not in any way screen its Members, nor does the Company inquire into the backgrounds of its Members or attempt to verify the statements of its Members. **In no event shall the Company be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other Members or persons you meet through this Service.** You agree to take reasonable precautions in all interactions with other Members, particularly if you decide to meet offline or in person.

**EXHIBIT 20-B  
TO DECLARATION OF  
WILLIAM LIVINGSTON**

#### FEES

We reserve the right at any time to charge fees for access to new Service content or services or to portions of the existing Service content or services or to the Service as a whole. In no event will you be charged for access to any Service content or service, or to the Service as a whole, unless we obtain your prior agreement to pay such charges. If you do not consent to such charges, however, you may not have access to paid content or services.

#### SERVICE RULES

Following are some basic rules that apply to the Service and that you agree to follow. If you violate any of the Service rules, or if we have reasonable grounds to so believe, we have the right to deny you access to the Service, to suspend or terminate your membership and to refuse to provide you with any future membership.

You agree not to use the Service to:

- upload, store, post, email or otherwise transmit any: (a) material that is inaccurate, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, hateful, racist, bigoted or otherwise objectionable, (b) material that you do not have a right to transmit under any applicable law or under contractual or fiduciary relationships, (c) material that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party, (d) advertising, promotional mail or materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, or (e) material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of any other software the Company provides for use by its Members;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service;
- interfere with or disrupt the Service or servers, networking and computing equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- initiate, facilitate, participate in or distribute a denial of service attack, exploit any documented or undocumented vulnerability in the Service and its component networking or computing equipment, or otherwise initiate, facilitate, or participate in any malicious action aimed at the Service;
- try to gain access to areas that are private to the Company or to other Service users;
- violate any applicable local, state, national or international law or any regulation having the force of law;
- stalk or otherwise harass another;
- harm minors in any way, including, without limitation, to establish unlawful contact with minors;
- collect, intercept or harvest screen names or email addresses or other personal data about other users of the Service;
- or solicit or attempt to discover a user's password, screen name, or other private information without the user's express knowledge and consent;
- engage in or run raffles, lotteries, contests, or sweepstakes;
- promote or provide instructions or information about how to engage in illegal conduct or commit illegal activities, promote physical harm or injury, or promote any illegal act.

You acknowledge that we do not pre-screen material posted or transmitted on the Service, but that we and our designees shall have the right (but not the obligation) in our sole discretion to review and edit, delete or refuse to post any material submitted for display or placed on the Service, including but not limited to message board posts, profiles, images, personals, and reviews. Without limiting the foregoing, we and our designees shall have the right to remove any material that violates this Agreement, that we believe in good faith may create liability for us, or that we deem is otherwise objectionable. You acknowledge and agree that we may preserve material and may disclose material if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any material violates the rights of third parties; or (d) in our sole judgment, protect the rights, property, or personal safety of the Company, its users or the public.

You understand and agree that the Company may review and delete any content, messages, double-blind emails, photos or profiles, in each case in whole or in part, that in the sole judgment of the Company violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

**PRIVACY**

Our Privacy Policy states in full our policy regarding Member privacy. Click here to review our [Privacy Policy](#).

**PUBLIC AREAS**

A Public Area ("Public Area") of the Service is any area where you may submit material ("Submissions") for viewing by others or view Submissions of other users, such as bulletin boards, forums, personals, Member profiles, chat rooms or video chat rooms. In some of these areas, a Submission includes the name, ID, nickname, and/or other information that would be displayed with the submitted material, as applicable. You agree to use Public Areas in accordance with this Agreement and any policies for the Public Areas that are displayed on the Service.

**BY SUBMITTING MATERIAL TO A PUBLIC AREA, YOU AGREE TO INDEMNIFY THE COMPANY AND HOLD IT HARMLESS FROM ANY AND ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LIBEL, SLANDER, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT OR OTHERWISE, ARISING FROM SUCH SUBMISSION.**

By making a Submission to any Public Area, you automatically grant the Company the royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display and distribute the content of the Submission (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed. You also permit any other user of the Service to access, view, store, or reproduce the Submission for that user's personal use.

**LINKS**

Our provision of a link to any other site or location is for your convenience and does not signify our endorsement of such other site or location or its contents. The Company shall not be responsible for any information, software, or links found at any other World Wide Web site, Internet location, or source of information, for your use of such information, or for e-commerce transactions conducted at or through any linked site or location.

**DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MATERIAL AND/OR DATA DEVELOPED BY THE COMPANY OR BY THIRD PARTIES ("INFORMATION PROVIDERS"), IS AT YOUR SOLE RISK. THE SERVICE, AND ANY CONTENT OR MATERIALS AVAILABLE THROUGH THE SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. THE COMPANY AND THE INFORMATION PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL SUCH WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, OR NONINFRINGEMENT, OR ANY WARRANTY AS TO RESULTS THAT MAY BE OBTAINED THROUGH USE OF THE SERVICE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT INTERRUPTION, THAT THE SERVICE IS ERROR- OR DEFECT-FREE, THAT ANY SUCH DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SERVICE AND THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU OBTAIN FROM THE COMPANY OR OTHERWISE THROUGH YOUR USE OF THE SERVICE SHALL CREATE ANY WARRANTY ON THE PART OF THE COMPANY OR THE INFORMATION PROVIDERS. FURTHER, THE COMPANY AND THE INFORMATION PROVIDERS DO NOT WARRANT OR REPRESENT THAT THE USE OR THE RESULTS OF THE USE OF ANY CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE OR FROM THIRD PARTIES WILL BE CORRECT, ACCURATE, TIMELY, RELIABLE OR OTHERWISE.

**LIMITATIONS ON LIABILITY**

IN NO EVENT SHALL THE COMPANY, THE INFORMATION PROVIDERS OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING OR DISTRIBUTING THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING AND UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY), THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, ANY CHANGES TO THE SERVICE OR THIS AGREEMENT, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. IF YOU ARE DISSATISFIED WITH THE WEB SITE OR THE SERVICES, CONTENT OR MATERIALS AVAILABLE ON OR THROUGH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. THE FOREGOING LIMITATIONS ON LIABILITY SHALL BE APPLICABLE EVEN IF THE COMPANY OR THE APPLICABLE THIRD PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**ALLOCATION OF RISK**

YOU AGREE THAT THE DISCLAIMER OF WARRANTIES, LIMITATIONS ON LIABILITY, AND INDEMNIFICATION PROVISIONS SET FORTH IN THIS AGREEMENT REPRESENT AN AGREED UPON ALLOCATION OF RISK AND FORM AN ESSENTIAL PART OF THE BASIS OF THEIR BARGAIN, WITHOUT WHICH THE COMPANY WOULD NOT ENTER INTO THIS AGREEMENT OR PROVIDE THE SERVICE.

**OWNERSHIP OF MATERIALS**

The contents of the Service, including text, software, photos, graphics and all other audiovisual elements are copyrighted by the Company individually and as a collective work under the United States copyright laws. Except for material in the public domain, the Company and its licensors hold copyrights to all content appearing on the Service. The Company permits, without charge, the reproduction and distribution of materials contained on the Service for non-commercial educational and personal uses only, provided that such materials remain unaltered and are accompanied by a clearly visible copy of any copyright notice appearing on such materials. All other reproduction, distribution, retransmission, modification, public display, and public performance of such materials is prohibited without the prior written consent of the Company. To obtain such consent, contact:

Copyright Administrator  
A4A Network Inc.  
E-mail: support@adam4adam.com

**NOTICE OF COPYRIGHT INFRINGEMENT**

The Company respects the intellectual property rights of others. If you believe that your work is being used on our Web site in a manner that constitutes copyright infringement, please notify our Copyright Administrator (contact information is below) in writing. Pursuant to the Digital Millennium Copyright Act, we will, upon receiving effective written notification of such a claim, promptly remove or disable access to material on this site that is claimed to be infringing or to be the subject of infringing activity. To be effective, the notification must include the following information:

- a. Identification of each copyrighted work that you claim to have been infringed.
- b. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to enable us to locate the material.
- c. Your mailing and e-mail addresses and your telephone and fax numbers, so that we can contact you.
- d. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law.
- e. A statement by you that the information in the notification is accurate, and that, under penalty of perjury, you either are the copyright owner or are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

The notification must include the physical signature of the copyright owner or of a person authorized to act on behalf of the copyright owner.

Anyone who knowingly misrepresents that material is infringing is liable for any damages incurred as a result of our relying on such misrepresentation in removing or blocking the material.

Copyright Administrator  
A4A Network Inc.  
Fax: (866) 707-4498

**INDEMNIFICATION**

You agree to hold harmless the Company, its Information Providers and any other person or entity involved in creating or distributing the Service, as well as each of their respective parents, affiliates or subsidiaries and their respective directors, officers, employees and agents, from and against any and all claims, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees) and expenses that such parties may incur as a result of or arising out of your (or, in the case of Members, anyone using your account's) use of, or conduct with respect to, the Service.

**GOVERNING LAW**

This Agreement is entered into in the Province of Quebec, Canada. You agree that it will be governed by the laws of the Province of Quebec and any disputes arising out of this Agreement will be subject to the arbitration process provided here in. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

**DISPUTE**

Any actual or potential dispute between the parties with respect to the application of one of the provisions of this Agreement shall be submitted to arbitration, to the exclusion of the courts of common law, subject to the provisions of article 940.4 of the Code of Civil Procedure of Quebec and in accordance with the following:

**SexCams**

- a. any party may submit a dispute to arbitration by giving a written notice to the other party, which notice shall clearly indicate the issue to be submitted to arbitration;
- b. the arbitration tribunal shall be comprised of a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree within ten (10) days after the notice provided for in paragraph a) has been sent, upon request of any of the parties, the arbitrator shall be appointed by a judge of the Superior Court of Montreal at the request of any party, and such appointment shall be final and binding;
- c. the parties agree that, in all events, the parties shall assume fifty percent (50%) of the costs of the arbitrator, unless the arbitrator decides otherwise on the basis that one of the parties has acted in bad faith or has abused its rights by using the arbitration procedure;
- d. the parties agree to abide by the other arbitration provisions set forth in articles 940 et seq. of the Code of Civil Procedure of Quebec.

**MODIFICATION OF AGREEMENT**

You agree that the Company may change the terms and conditions of this Agreement, unilaterally, and at any time, by conspicuously posting notice of such change on the Service for a period of five (5) consecutive days. Continued use of the Service after such notice will constitute your acknowledgment and acceptance of the revised terms and condition.

**GENERAL**

This Agreement contains the complete and final statement of the understanding between you and the Company with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations, agreements or communications, whether written or oral, between you and the Company concerning the subject matter of this Agreement. If any provision of this Agreement is rendered by a court or governmental agency of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement which shall remain in full force and effect and be enforced in accordance with its remaining terms. The waiver by the Company of a breach or default of any of the provisions of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of the Company to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by you. You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance. All provisions of this Agreement that, by their nature, survive termination of this Agreement will survive termination including, without limitation, the Site Rules, Public Areas, Links, Disclaimer of Warranties, Limitations on Liability, Allocation of Risk, Ownership of Materials, Indemnification, Governing Law, and General sections of this Agreement.

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